



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

INVITATION FOR BID NUMBER: M9-0008

BID DUE DATE: 2:00 PM (AZ TIME), January 22, 2009

In accordance with Arizona Revised Statute § 41-2533, competitive sealed bids for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Bids must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late bids will not be considered. Offerors submitting late bids will be so notified.

Bids must be submitted in a sealed envelope with the Invitation for Bid Number and the Offeror's name and address clearly indicated on the envelope. All bids must be completed in ink or be typewritten. Additional instructions for preparing bids are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement/Contracting Office.

MATERIAL OR SERVICE: Valencia Armory Parking Lot Lighting Upgrade, Tucson, AZ. 85706

PRE-BID CONFERENCE/SITE VISIT: A pre-bid/site visit conference will be held at 10:00 AM (AZ TIME), January 8, 2009 at Valencia Armory, 5500 E. Valencia Road, Tucson, AZ. 85706. All potential Offerors are highly encouraged to attend.

FOR QUESTIONS ON THE SCOPE OF WORK: Reed Webber, **TELEPHONE:** (602)267-2649

CONTRACT TYPE: FIRM, FIXED PRICE

CONTRACT TERM: Firm, Fixed Price

BUYER: Betty Austin, CPPB **TELEPHONE:** (602)267-2853

BID ISSUE DATE: January 2, 2009

Copies via Internet: A copy of the solicitation and drawings may be downloaded from
<http://www.azdema.gov/jp/pc/solicitations.html>

Betty Austin
for CORRY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page.

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The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors should carefully review all sections of the Invitation for Bid.

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SECTION I

UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II

UNIFORM TERMS AND CONDITIONS – AZ SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

Section III

APPLICABLE LAWS AND REGULATIONS AS REQUIRED BY MASTER COOPERATIVE AGREEMENT

1. NONDISCRIMINATION

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b. Executive Order 11246 and Department of labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

2. LOBBYING

a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

3. DRUG-FREE WORK PLACE

a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.

b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

4. ENVIRONMENTAL PROTECTION

a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

5. USE OF UNITED STATES FLAG VESSELS

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all sub contracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

6. DEBARMENT AND SUSPENSION

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

7. BUY AMERICAN ACT

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

SECTION IV

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS SPECIAL INSTRUCTIONS TO BIDDERS/OFFERORS

1. PREPARATION OF BID

- A. All bids shall be submitted on the forms provided in this solicitation package. Copies of these forms are acceptable, however, telegraphic bids, mailgrams, or bids sent by facsimile will not be considered.
- B. The authorized person signing the Offer shall initial (in ink) all erasures, interlineations, or other modifications in its bid.
- C. Bid prices shall be shown in both words and figures. In case of a discrepancy, the amount in words shall prevail. In the case of a mathematical error in extending the prices in its bid, the State will consider only the unit price. No bidder will be permitted to alter, amend, or withdraw its bid after the specified bid due date and time.
- D. Unless otherwise noted, all time periods listed as number of days shall be considered calendar days.
- E. It is the responsibility of each bidder to examine the complete Solicitation package and seek clarification for any items or requirements that may appear to be incorrect, unclear or ambiguous. All responses shall be thoroughly checked by the respective bidding vendor for accuracy and completeness before submission to the State. Negligence in preparing a bid confers no legal right of withdrawal after the due date and time.

2. PRICE SHEET

For reasons of clarity, all pricing shall be priced for the same unit characteristics (size, volume, quantity, weight, color, etc.) as the bid specifications request unless specifically called for otherwise in the specifications.

Bid pricing must be provided on the price sheet(s) provided in this solicitation. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3. BID GUARANTEE

Concurrently with the submittal of its bid, bidders are required to furnish a surety in the amount of 10% of the total bid price. This surety may be in the form of Bid Bond, Postal Money Order, Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable and acceptable to the Contracting Agency. Bid Bonds/Guarantees will be returned to both the unsuccessful bidders (as soon as practicable after the opening of the bids) and the successful bidder (upon execution the contract and State approval of the various documents required for contract execution, i.e., insurance certificates, payment bonds, performance bonds, etc.).

After appropriate State acceptance of the bid is received by the bidder, if the successful bidder fails to provide the required contractual documents and bonds within the time period specified (ten (10) days if no period is specified) this contract may be terminated for default. Bidders failing to provide these documents shall be considered in breach of the contract and therefore, liable to the State for any additional costs incurred that exceed the amount of the bidder's original bid.

4. SUBCONTRACTOR'S LIST

Concurrently with the submittal of its bid, bidders shall submit a subcontractors list on the forms provided herein. Additionally, the apparent low offeror shall furnish the subcontractor's license information no later than 24 hours after of bid opening.

The subcontractors list shall be submitted in a **separate sealed envelope, clearly specifying the solicitation number and bidders name**. This separate sealed envelope shall be placed in the envelope containing the bid/bid documents.

Without the prior written consent of the DEMA Procurement Manager during the duration of the performance of this contract, the Contractor is not permitted to substitute any approved subcontractors after the list is submitted and approved by the DEMA Purchasing Office. Requests to change the subcontractors after the bid due date shall be in writing and must include detailed reasons for the requested change. The Department reserves the right to accept or deny requests for subcontractor changes.

Subcontractor lists submitted by unsuccessful bidders will be returned unopened.

5. **SITE INVESTIGATION**

The bidder acknowledges that it has examined all plans and specifications and is satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, road and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and condition of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the work. The bidder further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and/or contained in the plans and specifications. Any failure by the bidder to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the bidder on the basis of the information made available by the Owner.

6. **TAXES**

The State of Arizona is exempt from all Federal Excise Tax, including Federal Transportation Tax. All applicable taxes, including sales tax, shall be included in the base and alternate prices.

7. **CLARIFICATION**

Clarification shall mean written and/or oral communication(s) with the bidder/offeror to include demonstrations, questions and answers, etc., in order to eliminate minor informalities or correct nonjudgmental mistakes in a bid or proposal. Clarification does not otherwise afford the bidder/offeror the subsequent opportunity to alter/change its bid or proposal.

8. **DUE DATE/COPIES**

All bids must be marked with the bid number on the outside of the response envelope and be delivered to: Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495.

Invitation for Bids require only one (1) original document and no copies.

9. **EVALUATION**

A contract will be awarded to the lowest, responsible, responsive Offeror whose bid conforms substantially to the requirements and/or criteria as set forth in the solicitation.

10. **REFERENCES**

Upon request, the bidder shall furnish no less than three (3) firm/company names, contact names, and telephone numbers of customers for whom he has provided the same type service specified in this solicitation. All references provided must be for work performed within the last three (3) calendar years.

11. **BRAND NAMES**

Manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and/or performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance characteristics desired. Any bid including like quality, quantity, design or performance characteristics will be considered.

12. **SUBSTITUTIONS**

Questions related to the specifications and/or drawings must be directed to the Procurement Officer Representative (POR) in writing. **Do not place the solicitation number on the outside of the envelope containing questions sent to the POR as the envelope may be identified as a sealed bid and not opened until after the official due date/time.** Negligence in preparing a bid confers no right of withdrawal after the due date/time.

Prior to the bid due date/time, requested substitutions of materials, products, or equipment specified (including manufacturer changes, trade name, mode, catalogue number, patented article, etc.) will be considered when a written request is submitted on a Prior Approval Request Form, ATTACHMENT I, (complete one (1) form per substitution). The form must be submitted to the POR in accordance with the following procedures contained in the next sections of this document (PRIOR APPROVAL, TIME OF SUBMISSION, FORM OF SUBMISSION, FORM OF APPROVAL).

13. **PRIOR APPROVAL**

Substitutions may be requested by Bidder, Subcontractor, Manufacturer, or any other qualified party who proposes to use of a particular material, product, or equipment in lieu of those specified. Written submissions must clearly state the project/bid number and be directed to the POR.

14. **TIME OF SUBMISSION**

Requests for prior approval must be received by 3:00 PM, (AZ Time) eight (8) calendar days prior to the Bid Opening date in order to be considered.

15. **FORM OF SUBMISSION**

Requests for substitution approvals shall be submitted on a "Prior Approval Request Form", (ATTACHMENT I) included in this Solicitation.

- NOTE: The burden of proof and/or demonstration of merit for a particular substitution request is up to the bidder. It is the bidders responsibility to develop and establish the content of the submittal data, samples, and any other item necessary to corroborate its claim.
- Request must include sufficient basic data and the characteristics the proposed item to allow a direct comparison to be made. Knowledge and experience of the applicator may be an integral part of specification, therefore descriptive data concerning the applicator (i.e. experience, organization, references, projects, dates, etc.) may be of substance.
- Inadequate information, data, characteristics, etc. provided to the POR by the bidding vendor may be cause for rejection of the request. The POR's approval or rejection of the requested substitution is final.

16. **FORM OF APPROVAL**

Approved requests will be set forth in an addendum to be issued no later than 3:00 PM, five (5) calendar days prior to the Bid Opening Date.

17. **AFTER AWARD OF CONTRACT**

Substitutions will not be considered except when the originally approved materials or equipment is no longer available. The POR may consider a formal request for substitution under the following conditions:

- A. The request is accompanied by complete data on the proposed substitution which confirms compliance with the Contractual documents to include: Product Identification and Description, Performance/Test Data, References and Samples (when applicable). An itemized comparison of the proposed substitution must be submitted and include the products specified or named by Addenda with all data relating to Contract time schedule, design and artistic effect.
- B. The request is accompanied by accurate and complete cost data of the proposed substitution compared with the original product specified -- whether or not modification of the Contract sum is to be a consideration.
- C. When forwarded by the Contractor to the POR, requests for substitution are understood to mean that the Contractor:
 - Represents that he has thoroughly and personally investigated the proposed substitute product and then determined that the proposed substitution is equal to or better than the items originally specified;
 - Will provide the same guarantee for the substituted item that he would for that specified;
 - Certifies that the cost data presented is complete, accurate and includes all related costs under this Contract, but excludes costs under separate contracts, and that he waives all claims for additional costs relate to the substitution which subsequently becomes apparent; and
 - Will coordinate the installation of the accepted substitute and make changes as required for the work to be completed in all respects.

Substitutions will not be considered if:

- Implementation requires a substantial revision of the Contract Documents in order to accommodate usage.
- They are indicated or implied on shop drawing submissions without a prior approved formal request.
- D. Specified equipment has been clearly reviewed and approved for size/weight requirements and that space allocations have been made accordingly. Where other acceptable manufacturers are approved, their equipment is acceptable as to quality of manufacture. It is the responsibility of the Contractor to ensure that the equipment fits into the space allocated, make approved modifications to accommodate equipment other than that detailed, and ensure weights are not excessive. Contractor shall guarantee that the equipment meets all requirements of the Specifications and Drawings.
- E. The POR may require the Contractor remove from the site, material or equipment not specified. The POR may also require the Contractor to substitute satisfactory materials or equipment without delay at no added cost to the Owner. Work damaged or distributed by the change shall be the responsibility of the Contractor."

18. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

19. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS.**

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

20. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.** The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #20 in this solicitation.

SECTION V
DEMA SPECIAL TERMS AND CONDITIONS

1. PURPOSE

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2501, et.seq., the State of Arizona, Department of Emergency and Military Affairs intends to contract for the supplies, services or construction listed herein.

2. CONTRACT TYPE

This is a Firm Fixed-Price Contract.

3. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of

Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, Az. 85008**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. INSURANCE

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. PERFORMANCE BOND (100%)

The successful offeror is required to furnish security to guarantee faithful performance of the contract in the amount of 100% of the total contract value. This security may be in the form of a Performance Bond, Postal Money Order, Certified Check, Irrevocable Letter of Credit, or Cashier's Check. All Performance bonds must be executed on SPO Form 302 or equivalent.

5. PAYMENT BOND (100%)

The Contractor shall provide non-revocable security solely for the protection of all persons supplying labor and/or material to the Contractor or any subcontractor in the performance of work related to the contract. Each payment bond shall be no less than 100% of the total contract price and made payable to the Department of Emergency and Military Affairs. Payment security shall be in the form of a Payment Bond, Certified Check, Irrevocable Letter of Credit or a Cashier's Check. All Payment bonds must be executed on SPO Form 303A.

6. COMPLETION TIME

The project shall be completed within **180 calendar days** from the date of the Notice To Proceed.

7. POST AWARD CONFERENCE

After award of a contract, the Contractor **shall** be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements of the contract.

8. **SAFETY STANDARDS**

All items supplied under this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

9. **LICENSES**

Contractor shall maintain current all applicable federal, state and local licenses, in addition to obtaining any permits required for the legal operation of its business.

10. **CANCELLATION**

This contract is critical to the State of Arizona. The State reserves the right to immediately cancel in whole, or in part, this contract due to the failure of the Contractor to carry out any obligation, term or condition contained herein. The State will issue written notice of default that shall be effective immediately and/or state the effective termination date. Default shall be for acting or failing to act as in any of the following:

- A. The Contractor provides material that does not meet the specifications of the contract;
- B. The Contractor fails to adequately perform the services set forth in the specifications;
- C. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated;
- D. The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the Contractor will not, or cannot, perform to the requirements of the contract.

The State may take any of the following remedies or combinations thereof:

- A. Cancel the contract in whole or in part;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform tests or analyses on materials provided to determine the compliance with the specifications of the contract. If the results of any test or analyses determine the material provided does not substantially conform with the specifications, the testing expense shall be borne by the Contractor;
- D. In case of Default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover actual excess costs from the Contractor by:
 - (1) Deducting the amount from an unpaid balance;
 - (2) Collecting against any bid and/or performance bond, or;
 - (3) A combination of the above or any other remedies as provided by law.
- E. If the contract is not terminated, the Contractor shall continue its performance and therefore, be liable to the State for liquidated damages until the products are delivered or the service is performed.
- F. In the event the State exercises its right to terminate this contract, the Contractor is liable for any excess costs in addition to liquidated damages until such time that the State may reasonably obtain delivery or performance of similar supplies or services.

11. **TERMINATION BY THE GOVERNOR**

Pursuant to Arizona Revised Statute §38-511, the State may cancel a contract without penalty or further obligation if, within three (3) years of the Contract execution date, any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Department is, at any time while the contract or any extension thereof is in effect, an employee of, or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Governor is received by the parties to the Contract, unless the notice specifies a later time.

12. **NOTICE TO PROCEED**

The Department shall issue a Notice To Proceed for the construction covered by this contract. Performance under this contract shall commence on the date of the Notice To Proceed and continue for the period of time indicated in the contract, unless terminated, cancelled, extended or otherwise provided.

13. **CONTRACT APPLICABILITY**

The contractor shall comply with all the requirements found within the contract and solicitation. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the Department are not applicable to this solicitation or resultant contract.

14. **CONTRACT EXTENSION:**

With the written mutual consent of the Contractor, the term of this contract may be extended in accordance with Arizona Revised Statute.

15. **MATERIAL AND WORKMANSHIP**

Unless not specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for their respective kinds and the purpose intended. All workmanship shall be first class. When equipment, materials or articles are specified as "equal to" any particular standard, the Procurement Officer's Representative (POR) or the Procurement Manager shall be the final authority with respect to the question of meeting that standard. When "equal to" is represented by the Contractor, it shall furnish to the POR or Procurement Manager the name of the manufacturer, model number(s), performance characteristics, brochures, and any other information sufficient to demonstrate the Contractor's claim. When required by the specifications, the POR, Procurement Manager or any other representative of the State, the Contractor shall furnish to the State complete and accurate information with respect to the specifications of the materials, articles, equipment, etc., incorporated into the work. Samples of materials shall be submitted to the POR for approval as requested no later than ten (10) days after the request. Machinery, equipment, materials and articles installed or used without approval by the State shall be at the risk of the Contractor and subject to rejection by the State.

16. **RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY**

Damages related to expenses incurred by the Contractor for a delay for which the Department is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to the contract, may be negotiated between the Contractor and the Department, pursuant to Arizona Revised Statute §41-2617.

17. **ADDITIONAL BOND SECURITY**

If a surety of a bond furnished in connection with this Contract becomes unacceptable to the Department, or if a surety fails to furnish, when requested, financial reports attesting to its financial stability, the Contractor shall furnish an additional required security to protect the interests of the State, the Department or persons supplying labor or materials in the prosecution of the work contemplated by the resultant Contract.

18. **USE OF ENDANGERED TROPICAL HARDWOOD**

Construction contractors shall comply with all provisions of A.R.S. § 34-201, as amended, concerning any construction, building addition, or alteration project, which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used, unless an exemption is granted, by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered Tropical Hardwood" includes ebony, lauan, mahogany or teak hardwood.

19. **ENERGY CONSERVATION**

Contractors shall recognize mandatory standards and policies relating to energy efficiency prescribed in the Arizona Guidelines for Energy Conservation in New Building Construction, revised and updated, November 1982.

20. **CHLOROFLUOROCARBON RECOVERY TRAINING/CERTIFICATION**

When applicable to this contract, any person who adds or recovers Freon from equipment must be certified from a training program specifically approved by the Environmental Protection Agency (EPA).

21. **RIGHT TO INSPECT PLANT AND AUDIT RECORDS**

In accordance with A.R.S. § 41-2547, The Department may, at reasonable times, inspect the part of the plant or place of business of a contractor or Subcontractor, which is related to the performance to this contract.

The state may, at reasonable times and places, audit the books and records of any person, contractor or subcontractor who submits cost or pricing data to the extent that the books and records relate to the cost or pricing data. Any person, contractor or subcontractor who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years after the completion of the contract.

22. **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION**

The contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (trees, shrubs, grass, etc.) on State property. If the Contractor fails use reasonable care and damages buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the State as directed by the Procurement Manager. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

23. **PRICE REDUCTION**

A price reduction may be offered at any time during the term of this contract and shall become effective upon notice.

24. **PRICE ADJUSTMENT**

The DEMA Procurement Office will review requests for price increase(s) after the contract has been in effect for no less than one calendar year. The requested price change must be based on documented increased supply or operating costs incurred and the price increase was no foreseeable at the time the bid/offer. The documented increase must directly affect the price of item(s)/service(s) offered.

The DEMA Procurement Office will determine if requested price increase is in the best interest of the State. Thirty (30) calendar days written notification is required by the Contractor for any price change requests. All price adjustments will be effective on the first day of the month following approval or acceptance by the DEMA Procurement Office. The State of Arizona will refer to the last Price List furnished by the Contract Vendor for procurement of a specific item. The price increase shall not exceed the manufacturer's latest price less original discount submitted in vendors bid.

25. **CONTRACT MODIFICATION**

This contract may only be modified by a written amendment signed individually by an agent from both parties who are authorized to enter into contracts on behalf of the State of Arizona and the Contractor.

26. **DEFAULT**

- A. With written notice to follow, the State may verbally terminate this contract, in whole or in part, under the following circumstances:
1. If equipment furnished is, or later becomes, unsuitable to perform as specified or warranted and the contractor fails to respond within 2 working days after receipt of such notice, by either repairing or replacing the equipment.
 2. If the Contractor fails to deliver the equipment or perform the required services within the time frame specified.
- B. If the State terminates this contract for default in whole or in part, the State may procure such equipment or services (similar to those offered by or contracted for) on the open market and the Contractor shall reimburse the State for any excess costs incurred by the State for such equipment or services.

27. **CLEAN UP**

The Contractor shall at all times keep any work or storage areas used by the Contractor relatively free from all waste materials, tools, scaffolding, equipment, materials, etc. Prior to the completion of work, the Contractor shall remove all tools, scaffolding, equipment, materials, etc., from the premises that is not the property of the State. Upon completion of the work, the Contractor shall leave the work area and premises in a clean, neat and workmanlike condition that is satisfactory to a State Inspector.

28. **WORKMANSHIP**

The Contractor shall ensure that all work will be done by skilled, experienced personnel and be done in a workmanlike manner.

29. **REMOVAL OF CONTRACTOR EMPLOYEES**

The contractor shall utilize only experienced, responsible and capable employees in the performance of this contract. At the Departments request, the Contractor shall replace or remove employees who endanger person or property or whose continued employment under this contract is inconsistent with the best interests of the State and/or the Department.

30. **PROGRESS PAYMENTS**

- A. Except to the extent otherwise provided by law, progress payments against this contract may be made monthly as work progresses. The Contractor shall submit to the Department, in a manner and form to be prescribed by the Department, an application for each payment, and if required, receipts or vouchers showing payments for materials (suitably stored at the construction site) and labor, including applications from and payments to Subcontractors.
1. Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Contract Amendment.
 2. Such application may not include requests for payment of amounts the Contractor does not in good faith intend to pay to its Subcontractor(s) or material supplier(s) because of a dispute or otherwise.
- B. Unless otherwise provided herein, payments shall be made on account of materials and equipment delivered and suitability stored at the site for subsequent incorporation into the work. All materials and Work covered by a paid partial payment shall become the sole property of the State. Nothing in this paragraph shall be construed as relieving the Contractor from its sole

responsibility for care and protection of materials and Work upon which payment has been made or restoration of any damaged Work or as a waiver of right of the State to require fulfillment of all terms and conditions of this contract.

- C. The Contractor warrants that title to all Work covered by an Application for Payment shall pass to the State at the time of payment by the State. The Contractor further warrants that upon submittal of an Application of Payment, all Work for which payments have been previously issued and received from the State shall, to the best of the Contractor's knowledge, be free from and clear of any liens, encumbrances, claims, or security interests.

31. **SUPERINTENDENT**

The Contractor shall have a competent superintendent and necessary assistants on the project site to provide appropriate supervision at all times during the progress of the Work. The superintendent and/or his assistants shall be capable of performing all work and going to all locations where Work is being performed. Upon request, the Contractor shall submit to the Owner a resume of the project superintendent's background and work experience.

Owner shall have the right to require the Contractor to replace the project superintendent. The superintendent shall be an authorized agent of the Contractor and any communication with the superintendent by the Owner shall be considered binding. Important communications may be given verbally to be later confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

32. **SUBJECT TO AVAILABILITY OF FUNDS**

The requirements contained in this solicitation are subject to the availability of Funds. Any subsequent award of a contract will be contingent upon the availability of current or next fiscal year's funding.

33. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

34. **EVALUATION**

A Contract shall be awarded to the low, responsible, responsive Offeror whose Bid conforms in all material aspects of the requirements and criteria set forth in this Solicitation.

35. **CERTIFICATE OF INSURANCE**

The successful Bidder will be required to provide evidence of insurance by submitting the enclosed Insurance Certificate, in the amounts required in the attachment prior to award of Contract.

36. **SIMILAR WORK**

Each Bidder shall furnish, upon request, a statement of whether they are now, or have ever been, engaged in work similar to that covered by the Solicitation. Such statement shall include the year in which such work was performed, the manner of its execution, and give such other information as will tend to show the Bidder's ability to prosecute the required work.

37. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed

between the Contractor and the Department are not applicable to this Solicitation nor any resultant Contract.

38. **SAFETY STANDARDS**

All work provided under the Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

39. **CONTRACT EXTENSION**

The Department reserves the right to extend the period of any resultant Contract by mutual written agreement.

40. **RIGHT TO INSPECT PLANT**

The Department may, at reasonable times, inspect the part of the plant or place of business of an Offeror or Subcontractor which is related to the performance of any Contract as awarded or to be awarded, in accordance with Arizona Revised Statute § 41-2547.

41. **ESTIMATED SQUARE FOOTAGE**

Square footage, if applicable, shown are estimates only, and the Department reserves the right to increase or decrease amounts as circumstances may require.

42. **CONTRACT DRAWINGS AND SPECIFICATIONS**

- A. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- B. Upon receipt, the Contractor shall check all drawings and shall promptly notify the Procurement Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided there by.

43. **UNIT PRICES**

Unit Prices, if required on the Bid Proposal Form, shall include:

- A. Cost of materials, including cost of delivery;
- B. labor and costs associated thereto;
- C. Rental costs of equipment and machinery;
- D. Sales tax, insurance and bond premiums;
- E. Overhead and profit.

44. **ENERGY CONSERVATION**

Contractors shall recognize mandatory standards and policies relating to energy efficiency which are prescribed in A.R.S 34-451.

45. **LIQUIDATED DAMAGES**

If the Contractor neglects, fails or refuses to substantially complete the work within the contract time(s), or any extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum of not less than \$600.00, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor fails to substantially complete the work. If the Contractor neglects, fails or refuses to totally and finally complete the work within 30 days after the actual date of Substantial Completion, or the time(s) specified therefore in other provisions of the contract documents, or any extension granted by change order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum of not less than \$200.00, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor fails after the time(s) stipulated in the contract to totally and finally complete the work.

46. **APPROVAL**

The Contract shall be entered into by the Department and the Offeror in accordance with laws of the State of Arizona. The Contract and any subsequent terminations, modifications or change orders (including those resulting from disputes and settlements of disputes) shall be subject to the written approval of the Chief, National Guard Bureau, or his duly authorized representative, and the United States Property and Fiscal Officer for Arizona, and shall not be binding until so approved.

ATTACHMENT A
STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
OFFER & ACCEPTANCE DOCUMENT

INVITATION FOR BID NUMBER: M9-0008
MATERIAL OR SERVICE: Valencia Armory Parking Lot Lighting Upgrade

SUBMIT THE ORIGINAL OF THIS ATTACHMENT TO THE DEPARTMENT PROCUREMENT OFFICE

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish the construction in compliance with all terms, conditions, drawings, specifications and addenda. By signing this attachment the undersigned also understands and will comply with the Instructions to Offerors. Furthermore, in accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name _____
Commercial Contractor's License No.:	Telephone No. _____
Company Information:	Fax No. _____
Company Name: _____	Authorized signature: _____
Street Address _____	Printed Name _____
Street Address _____	Title _____
City _____ State _____ Zip _____	Signature _____
Company Email Address _____	

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Bid is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's bid as accepted by the State. This Contract shall be referenced by Contract No. **M9-0008** **Do not to commence any billable work or provide materials/services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.**

AZ. DEPT. OF EMERG. & MILIARY AFFAIRS

Awarded the _____ day of _____, 2009

Corry Slama, C.P.M., CPPB
As Procurement Manager & Not Personally

ATTACHMENT B
BID PROPOSAL FORM

M9-0008

Sealed Bids will be received until **2:00 PM (AZ TIME), January 22, 2009**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Bids will be opened in Building #M5330.

Having carefully examined the premises and conditions affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Valencia Armory Parking Lot Lighting Upgrade**, in strict conformity with all provisions of the Solicitation for the following:

1. BASE BID, FIRM, FIXED PRICE OF:

_____ (\$ _____)

2. ALTERNATE BID A, FIRM, FIXED PRICE OF:

_____ (\$ _____)

3. ALTERNATE BID B, FIRM, FIXED PRICE OF:

_____ (\$ _____)

PAYMENT TERMS:

Net _____ Days or Prices quoted herein can be discounted by _____ % if payment is made within _____ days of invoice receipt.

The Offeror agrees to complete all of the work under the contract within _____ 180 _____ calendar days of the date of purchase order or notice to proceed.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his bid.

The Department of Emergency and Military Affairs is not to be held responsible for any errors or omissions on the part of the Offeror.

This bid may not be withdrawn for a period of ninety (90) days after the bid opening date.

ATTACHMENT C
SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

INSTRUCTIONS:

THIS ATTACHMENT SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE marked "SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST" AND PLACED INSIDE YOUR BID PACKAGE. All sealed envelopes shall bear the name of the contracting firm making the submittal.

List the names of qualified subcontractors and material suppliers to be employed in the performance of this contract. Failure on the part of the Offeror to complete this list properly may constitute sufficient grounds to reject this Bid. Where more than one subcontractor or material supplier is involved in a specific discipline, all of the subcontractors and material suppliers shall be listed. Listing the subcontractor(s) license number(s) **IS NOT** required at the time of bid submission. However, the apparent low Offeror must provide the subcontractor(s) license information within twenty four (24) hours after receipt of bids.

TYPE OF WORK OR MATERIAL	CONTRACTOR/SUPPLIER	LICENSE NO.
Date	Signature	
_____	_____ General Contractor	

ATTACHMENT D
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, _____, certify that I am the _____
of the Corporation named as Offeror herein; that _____ signed this
Bid on behalf of the Corporation, was then the _____ of said
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE OFFICER
(Signature)

STATE OF ARIZONA)
)
COUNTY OF _____)

Of _____, the Person, Corporation, or Company
(Firm Name)

"That such Bid is genuine and is not sham or collusive, or made in the interest or behalf of any person not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other Person, Firm or Corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror."

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____
(Date) (Notary Public)

ATTACHMENT F

SUSPENSION/DEBARMENT AFFIDAVIT

(Required only for offers over \$100,000)

STATE OF ARIZONA)
COUNTY OF _____)

_____, Affiant,
(Name) (Title)

of _____, the Person, Corporation, or Company who make the accompanying
(Firm Name)

Bid, having first been sworn, deposes and says:

“That the Firm, Business or person submitting an offer is not debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government.

It is agreed that if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion. If awarded, the offeror must include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided."

(Firm Name)

By: _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
(Date) (Notary Public)

ATTACHMENT G

BID BOND

**ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28,34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)**

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal" as Principal and _____

(hereinafter "Surety") a corporation organized and existing under the laws of the State of _____

with the principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the State of Arizona (hereinafter "Obligee") in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by the principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal; then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____ 20____

PRINCIPAL SEAL SURETY SEAL

By _____ By _____
(Attorney-in-Fact)

Title: _____

Agency of Record

Agency Address

Arizona Resident Agent Countersignature

ATTACHMENT H
PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28,34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal" as Principal and _____
a corporation organized and existing under the laws of the State of _____
with the principal offices in the City of _____, (hereinafter "Surety") as Surety, are
held and firmly bound unto the State of Arizona (hereinafter "Oblige") in the amount of _____
(Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____, 20_____, for the material, service or construction
described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original
term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty
required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which
modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force
and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as
may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

By _____

Surety Seal

By _____

Agency of Record

ATTACHMENT I

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<input type="radio"/> 1.0 Small Business (SB) <input type="radio"/> 2.0 Small Business- African American (SBAA) <input type="radio"/> 3.0 Small Business- Asian (SBA) <input type="radio"/> 4.0 Small Business- Hispanic (SBH) <input type="radio"/> 5.0 Small Business- Native American (SBNA) <input type="radio"/> 6.0 Small Business- Other (SBO) <input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB) <input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA) <input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA) <input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH) <input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA) <input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<input type="radio"/> 13.0 Woman Owned Business (WOB) <input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA) <input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA) <input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH) <input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA) <input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO) <input type="radio"/> 19.0 Minority Owned Bus. African American (MAA) <input type="radio"/> 20.0 Minority Owned Bus. Asian (MA) <input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA) <input type="radio"/> 22.0 Minority Owned Bus. Native American (NA) <input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature _____ Date _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a Minority and/or ☐ Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature _____ Date _____



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND
MILITARY AFFAIRS
DEMA Procurement Office, Bldg #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495

ATTACHMENT J -- PRIOR APPROVAL REQUEST FORM

The Bidder, in compliance with INSTRUCTIONS TO BIDDERS, submits the following substitute materials and/or equipment for approval. **(Complete one form per substitution).**

PROJECT: _____

SOLICITATION NO.: _____

SECTION	PAGE	PARAGRAPH/LINE	SPECIFIED ITEM

PROPOSED SUBSTITUTION: _____

Attach complete product description, drawings, photographs, performance/test data and/or other information necessary to allow a full evaluation. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to building design (architecturally, structurally, mechanically or electrically) in order to properly install the proposed substitution? Yes _____ No _____

If Yes, please explain: _____

B. Will the undersigned pay for changes to building design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. Does the proposed substitute comply in all aspects with the specifications as outlined?
Yes _____ No _____. List the differences, if any, between the proposed substitution and the specified item:

SPECIFIED ITEM

PROPOSED SUBSTITUTION



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND
MILITARY AFFAIRS
DEMA Procurement Office, Bldg #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495

D. Does the substitution affect any of the drawing dimensions? Yes _____ No _____

If Yes, explain: _____

E. What effect does this substitution have on other trades? _____

F. Does manufacturer's warranty of proposed substitution differ from that specified? Yes _____ No _____

If Yes, explain: _____

G. Will the substitution affect the progress schedule? Yes _____ No _____

If Yes, explain: _____

H. Will substitution require more license fees or royalties than the specified product? Yes _____ No _____

If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution? Yes _____ No _____

If No, explain: _____

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone #: _____

Date: _____

For Procurement Officer Representative Use Only:

Accepted _____ Accepted as noted _____

Not Accepted _____ Received Late _____

By: _____

Date: _____

Remarks: _____

EXHIBIT 1 SCOPE OF WORK

SCOPE OF WORK

**State of Arizona
Department of Emergency and Military Affairs
Facilities Management Office**

PROJECT

Valencia Armory Organizational Parking
Lot Lighting Upgrade

LOCATION

Valencia Armory
5500 E. Valencia Rd.
Tucson, AZ 85706

DATE

29 December 2008

FMO FILE NUMBER

PN 040263

EXHIBIT 1

SCOPE OF WORK

PROJECT DIRECTORY

Owner:	ARIZONA DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS 5636 E. McDowell Road Phoenix, Arizona 85008-3495
Facilities Management Officer:	LTC Steven Smith Facilities Management Office Building M5330 (602) 267-2771
Deputy Facilities Management Officer:	Jeanne Blaes, COL (Ret) Facilities Management Office Building M5330 (602) 267-2830
Engineering Services Supervisor:	1LT Christopher Watson Facilities Management Office Building M5330 (602) 267-2690
Point of Contact:	Reed Webber Project Manager Facilities Management Office Building M5330 (602) 267-2649
On-Site Contact:	Reed Webber Project Manager Facilities Management Office Building M5330 (602) 267-2649
Purchasing Officer:	Betty Austin, CPPB State Purchasing and Contracting Building M5350 (602) 267-2765

EXHIBIT 1

SCOPE OF WORK

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1.0 SUMMARY

1.1 Construct the work as specified under a firm fixed price.

1.2 Following the Plans, Details and Specifications for the Valencia Armory Parking Lot Lighting Design with a plan number of 08TUC1728 dated 08/11/2008 General notes and specifications found on sheet 1 of 5 and is labeled L-1 is to be used as a supplemental for the Scope of Work that is to be found on the following pages.

1.3 All work under this Contract will be done in strict accordance with Arizona Department of Emergency and Military Affairs Special Instructions to Bidders/Offerors, and Arizona Department of Emergency and Military Affairs Special Terms and Conditions, Construction Contracts.

2.0 REFUSE DISPOSAL. Provide off-site disposal of all waste products, trash, debris, etc. Owner's trash receptacles will not be used by the Contractor.

EXHIBIT 1

SCOPE OF WORK

3.0 SCHEDULING:

3.1 A preconstruction meeting shall be coordinated between the Owner (DEMA) and the Contractor at the time of the Award of Contract

3.2 Perform work to accommodate Owner's occupancy requirements during the construction period; coordinate construction schedule and operations with Owner and other Contractors on the site.

3.2.1 The Contractor shall prepare and submit for the Owner's information, an estimated progress schedule.

3.2.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.

3.2.3 The progress schedule shall be delivered to the Owner not later than seven (7) days prior to start of construction.

4.0 INSPECTION:

4.1 All work will be inspected by Point of Contact (POC) and/or Owner's construction inspector during progress and upon completion of work as well as local representative of Tucson City Government.

4.2 The POC shall be given seven (7) days notice before work begins.

SECTION 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.0 SHOP DRAWINGS

1.1 Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

1.2 Types of prints required: Submit Shop Drawings in the form of three hard copies and one cd-rom.

1.3 Review comments of the POC will be shown on one of the hard copies when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.0 MANUFACTURERS' LITERATURE

EXHIBIT 1

SCOPE OF WORK

1.1 Where content of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portion of the contents is being submitted for review.

1.2 Submit the number of copies that are required to be returned to the Contractor, plus two copies that will be retained by the Owner.

3.0 SAMPLES

1.1 Unless otherwise specified, submit samples in the quantity which is required to be returned to the Contractor, plus one which will be retained by the Owner.

1.2 By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Owner.

4.0 COLORS AND PATTERNS

1.1 Unless the precise color and pattern are specifically called out in the Drawings or this Scope, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the POC for selection.

5.0 REQUIRED SUBMITTALS

1.1 Submittals required by the Scope of Work include, but are not necessarily limited to;

Section Number	Submittal Item
01600	Product listing
01700	Contract close-out items
07510	Built-up Bituminous Roofing
07900	Sealant

SECTION 01510 TEMPORARY UTILITIES

1.1 Temporary electricity for the areas being worked on shall be provided by the contractor and/ or prior arrangements must be made with the POC who will in turn coordinate with the end user for a facility wide power-outage.

1.2 Water and sanitary facilities are available on job site.

1.3 Coordinate with Owner, the use of the building telephone and restrooms.

1.4 The Contractor shall supply adequate cool pure drinking water for the use of employees on the project. National Guard facilities may not be available.

SECTION 01600 MATERIAL AND EQUIPMENT

1.1 Where materials or other products are specified by manufacturer or by brand name, such reference is to establish a standard of desired quality.

1.2 Storage of materials and construction equipment shall be coordinated with the Owner. Access to adjacent buildings shall be maintained free and clear at all times. Careful planning and scheduling of deliveries are mandatory. The Contractor shall assume full responsibility for properly

EXHIBIT 1

SCOPE OF WORK

storing and protecting materials and equipment.

1.3 Substitutions. Refer to the Instructions to Bidders for information regarding the approval of substitutions of materials of equipment.

1.4. Environmental Awareness.

1.4.1 Reference 40 CFR 261.20 through 261.24.

1.4.2 The Contractor shall diligently attempt to use products that are environmentally "friendly."

1.4.3 If the Contractor is unable to provide environmentally "friendly" products, he shall submit to the Owner at the start of Work, a list of those products considered "unfriendly" along with their Material Safety Data Sheets (MSDS's).

1.4.4 Characteristics of environmentally "unfriendly" products consist of, but are not necessarily limited to, the following:

1.4.4.1 Ignitability - flashpoint of less than 140°F (60°C).

1.4.4.2 Corrosivity - pH less than or equal to 2, or greater than or equal to 12.5.

1.4.4.3 Reactivity - reacts violently with water or generates toxic gases, vapors, or fumes when mixed with water.

1.4.4.4 Toxicity - any product that may create waste in quantities exceeding those in Table 1 of 40 CFR 261.24.

1.4.4.5 Toxic Release Inventory (TRI) - any product that appears on this list prepared by EPA.

1.5 Asbestos. Materials containing asbestos are prohibited on this project. Use only asbestos-free products.

SECTION 01700 CONTRACT CLOSEOUT

1.1 SUMMARY. This Section describes an orderly and efficient transfer of the completed Work to the Owner

1.2 CLEANING

1.2.1 Besides general broom cleaning, do the following special cleaning at completion of work:

1.2.1.1 Remove marks, stains, fingerprints, other soil, paint, asphalt, dirt, etc.

1.2.1.2 Clean fixtures and equipment by removing stains, paint, asphalt, dust, dirt and etc.

1.2.1.3 Remove temporary protections.

EXHIBIT 1

SCOPE OF WORK

1.2.1.3 Ensure that lines/ and markings are repainted where necessary on the asphalt lot areas with the same type of paint as original markings.

1.3 WARRANTY/GUARANTEE

1.3.1 The Contractor shall, and hereby does, warrant and guarantee that all work performed on this project will be free from defects of materials and workmanship for a period of one year (**two years for all roofing projects**) from the date of Owner acceptance of the project.

1.3.2 The warranty/guarantee period on any part of the work so repaired and/or replaced shall be extended six months from the date of such repair and/or replacement.

1.3.3 The Contractor shall ensure that the manufacturer of each major component or system installed as a part of this contract has an Arizona based service technician available to respond to any warranty/repair requests.

1.3.4 Contractor shall secure required warranty/guarantee in a comparable form as that contained in these documents, addressed to and in favor of the Owner.

1.4 INSTRUCTION

1.4.1 Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items, which were provided as part of the Work.

1.5 FINAL PAYMENT

1.5.1 Final payment will not be approved until the POC certifies that work was accomplished in accordance with this Scope of Work.